

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
CHARLESTON DIVISION**

WE, THE JURY, UNANIMOUSLY FIND AS FOLLOWS:

(1) Did Plaintiff Lashanda Steplight prove, by a preponderance of the evidence, that Defendant Progressive Northern Insurance Company had no objectively reasonable ground to deny Plaintiff benefits under the insurance policy or that Defendant exercised bad faith in processing her claim?

YES _____ NO ✓

If your answer to Question 1 is NO, then your verdict is for the Defendant, so simply sign the verdict form and end your deliberations. If your answer to Question 1 is YES, please proceed to Questions 2–4.

(2) What is the total amount that, by a preponderance of the evidence, will fairly compensate Plaintiff Lashanda Steplight for the damages she incurred as a result of Defendant Progressive Northern Insurance Company's bad faith refusal to pay? Answer in dollars and cents.

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(3) If you determine that Plaintiff Lashanda Steplight is entitled to recover actual damages under Question 2, did Plaintiff prove by clear and convincing evidence that Defendant Progressive Northern Insurance Company's conduct rose to the level of willful, wanton or reckless and that the conduct included a "consciousness of wrongdoing?"

YES

Lashanda Steplight v. Progressive Northern Insurance Company, Verdict Form

(4) If your answer to Question 3 is YES, what amount of punitive damages is Plaintiff Lashanda Steplight entitled to recover from Defendant Progressive Northern Insurance Company? Answer in dollars and cents.

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PLEASE SIGN AND DATE THE VERDICT FORM.

9/1/22 s/Foreperson
DATE